

City of Santee

Finance Department



REQUEST FOR BID (RFB) FOR CUSTODIAL SERVICES - PARKS



BID NUMBER: RFB #18/19-20032
DUE: 3:00 PM – APRIL 17, 2018
PUBLIC BID OPENING: YES

March 22, 2018
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 212

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NOTICE INVITING BIDS

MARCH 22, 2018

The City of Santee ("City") invites sealed bids for CUSTODIAL SERVICES - PARKS due in the Office of the City Clerk located at 10601 Magnolia Avenue, Building 3, Santee, CA 92071 by **3:00 PM on APRIL 17, 2018.**

Opening of Bids: At the date and time specified above for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives and other interested persons may be present at the opening of bids. Late bids will be returned unopened.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the bid opening (if applicable), please contact the Office of the City Clerk at least forty-eight (48) hours in advance.

Work to Be Done: Contractor to furnish all labor, materials, machinery, equipment, tools, *supplies and mobility necessary to perform custodial services at various City park facilities in accordance with the terms of the Contract Documents described herein.

* Supplies shall include all cleaning products and disinfectants, liquid hand soap, toilet tissue, toilet seat covers and trash receptacle liners, and other items as may be deemed necessary by the City.

Contract Documents may be examined and/or obtained on the City's website at www.cityofsantee.ca.gov, the Finance Department, 10601 Magnolia Avenue, Building 3, Santee, CA 92071 or mailed upon request. All bid documents related to this solicitation will be posted by the City on the City's website as indicated above. In the event this RFB is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidder's responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

Each Bid Must be Submitted to the City Clerk's Office on the Bid Proposal form contained herein. These forms are also available on-line and in the Finance Office. Bids must be prepared in ink or typewritten and signed by the bidder. **Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid number, bid due date, and bid title. If is submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Clerk - City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Bids not properly submitted will be rejected!** Electronic bids are not acceptable. Each bid shall remain good for a minimum of sixty (60) days after bid opening.

Bid Guarantee: Bids must be accompanied by cash, a certified or cashier's check, or a BID BOND in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price. Said check or bond shall be given as a guarantee that the bidder will, within ten (10) days after being requested to do so by the City, enter into a contract and provide the required bonds, certificates of insurance and certificate of authority. If the bidder to whom the Work has been awarded and to whom the request has been made refuses or fails to enter into said Contract and provide the required bonds and certificates of insurance within the specified time, the check shall be forfeited to the City or the Contractor and surety on the bond shall be liable to the City for the amount thereof in accordance with its terms. When the lowest responsive responsible bidder executes and delivers to the City the required Contract Documents, the bid bond or the certified or cashier's check will be returned to the bidder.

Substitution of Securities: N/A

Successful Bidder(s) will be required to furnish certificates of insurance as specified by the Agreement which includes coverage for Employee Dishonesty/Fidelity Coverage to protect the City against loss by theft or mysterious disappearance of property by any of the Contractor's employees while City property is in the care, custody and control of the Contractor.

Prevailing Rates of Wage: N/A

Licenses, Permits and/or Certifications:

- City of Santee Business License (upon award)

The successful bidder will be required to obtain a City of Santee Business License upon award of Bid and shall pay all costs necessary to obtain this license and maintain it in full force and effect during the term of this Contract. All subcontractors shall have and maintain, during the term of the contract, the same valid license if applicable to the Work provided.

Displaced Janitor Opportunity Act: Attention is called to the Successor Service Contractor provision of the Agreement, which is deemed to be a part of the Contract, including the provisions in Section 1060 and 1061, attached hereto as **Exhibit 'A'**, of the California Labor Code concerning retention of employees who have been employed by the terminated Contractor or any Subcontractors.

Verification: The quantity of Work to be done under this Contract is estimated and the City shall not be held responsible for the data or information relative to the City's estimated quantity. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and areas, and check and verify actual areas, and shall bear all costs for any error in the Work resulting from its failure to so compare and verify.

Bidders will be responsible for verifying and inspecting the various locations of work prior to submitting a bid and will assume full responsibility for having familiarized himself or herself with the locality and local conditions that may in any manner affect the Work to be done at those locations. Submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of this Contract.

Mandatory Pre-Bid Meeting: Prospective bidders are required to sign in and attend the mandatory pre-bid meeting at Santee City Hall Council Chamber located at 10601 Magnolia Avenue, Building 2, Santee, CA, on the following date and time:

APRIL 9, 2018 at 1:00 P.M.

Prospective bidders are highly encouraged to visit all RESTROOMS at each of the seven (7) park locations (Section 3 – Locations of Work) prior to this meeting!

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-bid meeting, please contact the Community Services Department at (619) 258-4100 extension 222 at least forty-eight (48) hours in advance.

Bids will not be accepted from Bidders who do not attend the entire meeting.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted in writing and received by 12:00 PM on April 10, 2018, in the Finance Department at the address below:

City of Santee
Attn: Jan Sherar, Procurement Specialist
10601 Magnolia Avenue
Santee, CA 92071

Voice: (619) 258-4100, ext. 212
Fax: (619) 562-1046
JSherar@cityofsanteeca.gov

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

INFORMATION FOR BIDDERS

1. Preparation: The City requests bids, on the forms attached under Documents to be Executed by Bidder, to be submitted on or before the date and time specified in the Notice Inviting Bids. Bids not presented on forms so furnished will be disregarded.

The Bid Proposal is contained herein, together with the Notice Inviting Bids, Information for Bidders, Agreement, and Contract Specifications. In order to receive consideration, bids submitted shall consist of filling out and removing the Bid Proposal section attached hereto. The Bid Proposal shall set forth, in clearly legible figures and words, the Grand Total Bid Amount (BASE BID) for the Work specified herein. All figures shall be submitted in the respective spaces provided in the Bid Proposal, and shall be signed by the bidder. All blanks in the bid forms must be completed.

The bid must be executed in accordance with these instructions and the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the bid must be the same as the name of the bidder shown on other parts of these forms. (Showing the name as "J.E. Doe" and the signature as "John E. Doe" may be considered as an irregularity.)

2. Error in Calculation: All bid amounts shall be represented in figures. Should there be an error in calculation; unit price shall prevail. Any error in the addition or multiplication of the amounts constituting the items of the Bid Proposal Forms will be corrected and such correct total(s) shall be used to determine the successful bidder. All prices or sums shall include all applicable sales and other taxes.

3. Conflict between Words and Figures: The Grand Total Bid Amount (BASE BID) shall be represented in written words and in figures. Should there be a conflict between the written words and the figures, the written words shall prevail.

4. Modifications on the Submitted Bid: Modifications, changes, or additions to the Bid Proposal may be considered an irregularity. Erasures or corrections must be initialed by the person(s) signing the Bid Proposal. Alternate bids will not be considered unless called for.

5. Agreement: The form of agreement which the successful bidder, as Contractor, will be required to execute, are included in and form a part of the Contract Documents and must not be detached therefrom.

6. Contractor's License: N/A

7. Disqualification of Bidders: A bidder shall be considered disqualified for any of the following reasons:

- Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.
- Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.
- Pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code, contractors or subcontractors who are ineligible to perform work on a public works project shall not be allowed to perform any portion of the Work contemplated herein. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law, and the debarred subcontractor shall not receive payment of any public money for performing such Work. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

8. Relief of Bidder: If the bidder claims a mistake was made in his or her bid, the bidder shall give the City written notice within five (5) business days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. Relief may be granted in accordance with the Public Contracts Code.

9. Rejection of Bids: Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in City's best interest and conforms to local laws and ordinances pertaining to the contract. The City further reserves the right to reject all bids for any or no reason or not to contract for the Work.

10. Signing of Bids: All Bids submitted shall be signed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

11. Interpretation of Drawings (if applicable), Specifications, and Documents: If any bidder should find discrepancies in or omissions from the drawings (if applicable), specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the Finance Department at the address set forth herein for correction or clarification of interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery.

In the event that the Finance Department receives such a request and it should be found that certain, essential information is not clearly and fully set forth or if the Finance Department discovers errors, omissions or points requiring clarification in the drawings, specifications or documents, a written addendum will be issued as set forth herein. The City will not be responsible for any instructions, explanations or interpretations of the documents presented to the bidders in any manner other than written addendum.

12. Addenda: Any and all interpretations and supplemental instructions will be in the form of written addenda to the Contract Specifications which, if issued, will be posted on the City's website and E-mailed, faxed and/or mailed to all prospective bidders on the Bidders List. Any addenda issued by the City during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the City will extend the bidding deadline by at least 72 hours.

13. State and City Labor and Material Requirements: N/A

14. Bidder's Experience: The number of years' experience Contractor has had with commercial account custodial services must be submitted with the bid on the form provided herein. Bidders must have at least three (3) years' experience with custodial services at similar locations for their bids to be considered responsive.

15. Subcontractors: Bidder shall set forth on the form provided herein, and submit with the bid at the time the bid is due, the name, address and work to be done, of each subcontractor who will perform work, labor,

furnish materials, or render service in excess of one half (½) of one percent (1%) of the total bid. No time extension will be allowed for submission of additional information on subcontractors.

16. Non-Collusion Declaration: Public Contracts Code Section 7106 requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed under the penalty of perjury and dated.

17. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder, as Contractor, shall secure the payment of compensation to all employees. Contractor shall sign and file with City the following certificate prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as a part of the Contract Documents.

18. Public Works Contractor Registration Certification: N/A

19. Basis of Award: Contract award shall be based on the lowest responsive responsible bid on the basis of the Grand Total Bid Amount (BASE BID). All terms and conditions contained in the Contract Specifications shall become part of the "Contract Documents". No bid may be withdrawn for a period of sixty (60) days after the time set for the opening thereof. The Contract shall be awarded within sixty (60) days after the opening of bids if it is in the best interest of City to do so. The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award to the lowest responsive responsible bidder as determined by the City and/or reject all other bids as may be in the best interest of the City.

20. Execution of the Contract: The bidder to whom an award is made will be required to execute the Agreement and provide the required bond, certificates of insurance, and endorsements and any other documents and certifications as may be required by the City within ten (10) working days of the receipt by the bidder of the Notice of Award. No contract shall be binding upon the City until the same has been completely executed by the City Manager and City Attorney of the City of Santee. Failure to execute an Agreement and file an acceptable bond and insurance certificates as required herein within the time limit above may be just cause for annulment of the award.

21. Non-Discrimination: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active contractor employee engaged in the Work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

22. Drug-Free Workplace: It is the policy of the City of Santee to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

23. Public Record: All bids submitted in response to the Notice Inviting Bids become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

24. Filing of Bid Protests: Bidders may file a “protest” of a Bid with the City’s City Clerk. In order for a bidder’s protest to be considered valid, the protest must:

(a) Be filed in writing, signed, and submitted to the City Clerk’s Office within five (5) calendar days after the bid opening date. Should the fifth day fall on a weekend, the deadline for filing shall be 5:00 PM on the next business day. Electronic or facsimile submittals will be acceptable so long as a copy of the signed document is attached.

(b) Clearly identify the specific irregularity or accusation.

(c) Clearly identify the specific City staff determination or recommendation being protested.

(d) Specify, in detail, the grounds of the protest and the facts supporting the protest.

(e) Include all relevant, supporting documentation with the protest at time of filing.

If the protest is not signed and/or does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City’s Purchasing Agent, Finance Director, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Clerk will provide a written decision to the protestor. The protestor may then appeal the decision of Purchasing Agent, Finance Director to the City Council.

END OF INFORMATION FOR BIDDERS

CONTRACT - BID PROPOSAL
CUSTODIAL SERVICES - PARKS
Documents to be SUBMITTED
By Bidder

SIGNATURE SHEET

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if they are the successful bidder he or she will sign and return the Contract Agreement within ten (10) working days after receipt of Notice of Award along with the bonds, certificates of insurance and endorsements and other certifications as required under the Contract Documents.

Failure to complete all information may render your bid non-responsive [*Indicate not applicable ("N/A") where appropriate.***]**

Name of Bidder / Company: _____

Location Address: _____

Billing Address (if different): _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

Receipt of Addenda: None ☐ or #____ #____ #____ is hereby acknowledged. _____ Initials

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BID FORM

Submitted herewith is our bid for CUSTODIAL SERVICES - PARKS as specified in the Contract Document. Any deviations from these specifications are duly noted and additional information is attached.

Prices shall include all payroll costs, overhead costs, insurance costs, delivery costs and any other costs associated with performing the Work as specified herein. The Grand Total Bid Amount (BASE BID) set forth below will be used to determine the lowest responsive responsible bid. The Unit Price set forth in the bid shall be used whenever it becomes necessary to add or delete an item or items.

MAINTENANCE SERVICES													
Per Section 26 – 26.2													
Site #	LOCATION	Qty Buildings	EST. SQ. FT.	Qty Restrooms	Qty Restroom Sinks	Qty Restroom Commodes (C) and Urinals (U)	Qty Drinking Fountains	Qty Trash Receptacles	FREQUENCY OF SERVICE		Unit Price per Month	QTY	EXTENDED PRICE (Unit Price x Qty)
1	BIG ROCK PARK 8125 Arlette Street	1	600	2	2	3-C 1-U	1	0	7 Days per Week		\$	12	\$
2	WEST HILLS PARK (Snack Bar <u>not</u> included) 8750 Mast Boulevard	2	459 465	4	8	7-C 3-U	0	0	7 Days per Week		\$	12	\$
3	MAST PARK 9125 Carlton Hills Boulevard	1	704	2	4	5-C 2-U	0	0	7 Days per Week		\$	12	\$
4	TOWN CENTER COMMUNITY PARK WEST 9409 Cuyamaca Street	1	400	2	4	4-C 2-U	1	2	7 Days per Week		\$	12	\$
5	TOWN CENTER COMMUNITY PARK EAST 550 Park Center Drive	1	450	2	4	6-C 2-U	0	0	7 Days per Week		\$	12	\$
6	WOODGLEN VISTA PARK 10250 Woodglen Vista Drive	1	442	2	2	3-C 1-U	0	0	7 Days per Week		\$	12	\$
7	SHADOW HILL PARK 9161 Shadow Hill Road	1	768	2	4	5-C 2-U	0	0	7 Days per Week		\$	12	\$
TOTAL BID AMOUNT for MAINTENANCE SERVICES												\$	

BID FORM Cont.

Additional work may include the following tasks and shall be billed according to the rates currently in effect at the time of performance. Hourly rates for EXTRA WORK shall be all-inclusive for 365 days per year, 24 hours per day. Minimum charges allowed for billing will depend on the type of response, Normal Response or Emergency Response, requested by the City. Ref. Sections 4.8.1, 4.8.2 and 5.1.1.

EXTRA WORK Per Section 26.3			
Description	Hourly Rate	Est. QTY	Extended Price (Hourly Rate x Est. Qty)
Additional General Cleaning Services	\$	50 Hours per Year	\$
Pavement Cleaning	\$	20 Hours per Year	\$
TOTAL BID AMOUNT for EXTRA WORK			\$

SUPPLIES Per Section 28				
Description	Est. QTY	Unit Price	Extended Price (Est. Qty x Unit Price)	Items Offered Brand/Item #
Hand Soap: Coastwide® Labs Sustainable Earth® #SE74, or equal, Liquid hand cleaner, 4 Gallons/carton	12 cartons	\$	\$	
Toilet Tissue: Wausau Paper Dubl-Nature® #59890, or equal, 2-Ply, 4-3/8" x 3-3/4", White, 96 rolls/case	65 cases	\$	\$	
Toilet Seat Covers: Wausau Paper EcoSoft™ Green Seal™ #19490, or equal, 14-1/2" x 17", White, 250 sheets/pkg – 20 pkg/case	15 cases	\$	\$	
Trash Receptacle Liners: 40X46 Waste Liners, 1.35M Low Density, Black, 100/case	5 cases	\$	\$	
SUBTOTAL			\$	
SALES TAX @ 7.75%			\$	
TOTAL BID AMOUNT for SUPPLIES			\$	

BID FORM Cont.

BID SUMMARY	
Description	EXTENDED PRICE
TOTAL BID AMOUNT for MAINTENANCE SERVICES	\$
TOTAL BID AMOUNT for EXTRA WORK	\$
TOTAL BID AMOUNT for SUPPLIES	\$
GRAND TOTAL BID AMOUNT (BASE BID)	\$

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

GRAND TOTAL BID AMOUNT (BASE BID) WRITTEN IN WORDS: _____

_____ DOLLARS

AND _____ CENTS.

NOTE: Bid guarantee must be equal to ten percent (10%) of the Grand Total Bid Amount (Base Bid) shown above.

BIDDER QUESTIONNAIRE

The City expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the Work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the City reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports or similarly accredited credit reporting services; inquiries to companies and public entities for which the contractor has previously performed work; reference checks and examination of all public records.

Failure to complete all information may render your bid non-responsive [*Indicate not applicable ("N/A") where appropriate.***]**

GENERAL INFORMATION

Name of Bidder / Company: _____

Type of Company: Individual ____ Partnership ____ Corporation ____ (check one)

Date of organization or incorporation: _____ State of incorporation: _____

Names and titles of all partners or corporate officers of the organization:

How many years has Bidder's company been in business under its present name? _____

Under what other or former names has Bidder's company operated? _____

List other states in which Bidder's company is legally qualified to do business: _____

Number of years performing commercial custodial services as a Contractor: _____ (min. 3 years)

Has Bidder ever failed to complete any work awarded to it? Yes ____ or No ____

If "yes", note when, where and why: _____

Within the last five years, has any officer or partner of Bidder's company ever been an officer or partner of another company when it failed to complete a contract? Yes ____ or No ____

If "yes", note when, where and why: _____

REQUEST FOR BIDS
CUSTODIAL SERVICES - PARKS
BIDDER QUESTIONNAIRE Cont.

Name of Bonding Company: _____

Address: _____

Agent's Name: _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

LIST OF CURRENT AND COMPLETED PROJECTS

Bidder must demonstrate the knowledge and working ability to perform the Work of this Contract by furnishing the following information for similar current and completed projects indicating a minimum of three (3) years' experience. ** Failure to meet or exceed this requirement may cause the bid to be rejected as nonresponsive.**

CLIENT NAME	SCOPE OF WORK	PERIOD OF PERFORMANCE	CONTRACT AMOUNT	CONTACT NAME AND TEL #

LIST OF SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act set forth in Labor Code Section 4100 et seq., Bidder shall set forth below: (a) the name and the address of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work, or labor, or render service in an excess of one half ($\frac{1}{2}$) of one percent (1%) of the total bid to the bidder on said Contract.

PORTION (%) OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	LICENSES AND/OR CERTIFICATIONS

(Additional page(s) attached if needed.)

OR

Performance of work by Subcontractor(s) for this Contract will not exceed one half ($\frac{1}{2}$) of one percent (1%) of the total bid.

_____Initials

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

LIST OF EQUIPMENT

Bidder is required to list below the equipment the bidder will have available to perform the work under this contract including but not limited to the items already listed.

The City reserves the right to reject any bid when, in its opinion; the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner through the duration of the contract period. In instances where a proposed item of equipment is not presently available, the bidder shall provide documentation, acceptable to the Director of Community Services Department or his representative, that the bidder will have the equipment available prior to the commencement of the work.

EQUIPMENT DESCRIPTION	QTY OWNED	PRESENT CONDITION	QUANTITY AND EXPLANATION IF NOT OWNED
Wet Mops			
Mop Buckets & Ringers			
Pressure Washers			

Attach additional sheets if needed.

REQUEST FOR BIDS
CUSTODIAL SERVICES - PARKS
NON-COLLUSION DECLARATION

[Note: To be executed by Bidder and Submitted with Bid]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state].

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Santee, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2018, for CUSTODIAL SERVICES - PARKS.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporation.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By: _____
(Signature of Contractor)

(Seal of Surety)

Surety

By: _____
Attorney in Fact

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**AGREEMENT
AND
CONTRACT SPECIFICATIONS**

CUSTODIAL SERVICES - PARKS

Documents to be executed

By the

Successful Bidder

(AFTER award of Contract)

AGREEMENT

This Contract, made and entered into this _____ day of _____, 2018, by and between CITY OF SANTEE, sometimes hereinafter called "City" and _____, sometimes hereinafter called "Contractor." **WITNESSETH** that the parties do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: the Notice Inviting Bids, Information for Bidders, the Bid Proposal and documents executed therewith, including the Non-Collusion Declaration, the Workers' Compensation Certificate, the Public Works Contractor Registration Certification, the Agreement, Addenda (if any), the bond executed in connection herewith, insurance certificates and endorsements and all official papers and documents relating to the Work to be performed hereunder, the General Provisions, the Technical Provisions and all modifications incorporated in these documents before their execution. These documents shall be deemed and considered as forming a part of this Contract as fully set forth herein and whether or not attached hereto. Any and all obligations of City and Contractor are fully set forth and described herein. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

2. DUTIES OF CONTRACTOR. Contractor agrees to furnish all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform and complete in a good and worker-like manner and in accordance with the Contract Documents, all parts of the Work as called for and in a manner designated in and in strict conformity with the General and Technical Provisions appended hereto.

3. SUCCESSOR SERVICE CONTRACTOR OBLIGATION. If applicable, Contractor agrees to retain, for a 60-day transition employment period, employees who have been employed by the terminated Contractor or its subcontractor as required in Sections 1060 and 1061 of the California Labor Code (**Exhibit 'A'**) pertaining to the Displaced Janitor Opportunity Act.

4. PAYMENT. City agrees to pay and Contractor agrees to accept as payment in full, payment according to the unit prices bid. Total amount not to exceed \$_____ for fiscal year (FY) 2018-19, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

5. DISPUTES. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Director. The decision of the latter shall be final unless otherwise appealed to the Santee City Council. If Contractor disputes City Council's decision, Contractor shall have such remedies as may be provided by law.

6. TERM OF CONTRACT. This Contract shall be from July 1, 2018 through June 30, 2019 (FY 2018-19), unless terminated or extended pursuant to this Contract. Contractor's obligations to indemnify the City and any guarantee provided in accordance with the Contract Documents shall survive termination of this Contract.

7. OPTIONS TO EXTEND CONTRACT. The City reserves the following rights to extend the term of this Contract.

- a) The City may, at its sole discretion, extend this Contract on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to the Contractor not less than thirty (30) calendar days before the end of the Contract term.
- b) In addition to Item 6(a) above, the City has a one-time option to extend the Contract for a period up to ninety (90) days by giving written notice thereof to the Contractor not less than five (5) calendar days before the expiration of any Contract year

If the City exercises any of the above-described options, the Contract prices shall be adjusted in accordance with the Seventh Paragraph of this Contract.

8. COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND.

8.1. PERIOD OF COVERAGE. Bidder agrees to provide awarded items and/or services as specified in the Contract document. This Contract may be extended by mutual consent for up to three (3) additional 12-month periods and/or 90-day extension.

8.2. AGREEMENT PRICES. Unit prices quoted shall remain firm for the initial Contract term. One (1) price increase may be allowed for each option period as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The City will be the sole judge of acceptable option year price increases, should it decide to exercise its option to extend under this Contract.

9. APPROPRIATION / CONTINGENCY OF FUNDS. This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

10. LICENSES, PERMITS AND/OR CERTIFICATIONS. Contractor shall hold the following current and valid licenses, permits and/or certifications at the time of bid submittal and at all times during the term(s) of the Contract:

- City of Santee Business License

Failure to possess the above specified licenses, permits and/or certifications may be cause to terminate the Contract.

11. PUBLIC SAFETY. During the performance of the Work, Contractor shall take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless City and the City Council, its officers and agents, and employees from all damages and costs to which they may be put by reason of injury to person or property resulting from the Contractor's negligence or carelessness in the performance of the Work, or in guarding the same, or from any improper equipment and/or supplies used, or by or on account of any act or omission of the Contractor or Contractor's agents.

12. COMPLIANCE WITH PROVISIONS OF LAW RELATIVE TO PUBLIC CONTRACTS. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the **payment of prevailing wages**, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

IN WITNESS WHEREOF, this Contract is executed by the City Manager of the City of Santee. Contractor has caused this document to be executed and its corporate name and seal to be hereunto attached by its proper officer's thereunto duly authorized, the day and year first hereinabove written.

CITY OF SANTEE**CONTRACTOR**

By: _____
Marlene Best, City Manager

By: _____

Date: _____

(Print Name)

APPROVED AS TO FORM:**BEST BEST & KRIEGER LLP**

By: _____

Title: _____

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

Date: _____

WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees..."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City of Santee with evidence satisfactory to the City of Santee that it has secured workers' compensation and employers' liability insurance satisfactory to the City of Santee prior to any such employee performing any work under the Contract Documents.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

CONTRACT SPECIFICATIONS - GENERAL PROVISIONS**1. INTENT**

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Contract
 - 1) Agreement
 - 2) Technical Provisions
 - 3) Plans, if applicable
 - 4) General Provisions
 - 5) Bid Proposal
 - 6) Information for Bidders
 - 7) Notice Inviting Bids

2. TERMS AND DEFINITIONS

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

- a) CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- b) CITY COUNCIL. CITY COUNCIL of the City of Santee.
- c) DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- d) PUBLIC SERVICES MANAGER. City of Santee Community Services Department PUBLIC SERVICES MANAGER, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- e) CONTRACTOR. CONTRACTOR and/or any person or subcontractor employed by the Contractor and working under this contract and agreement.
- f) CLEAN. The term "clean" includes, but is not limited to, the complete removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, bird droppings, graffiti, odors, film, gum, grease, tar, etc. or cleaning product residue.
- g) AS-NEEDED. Occasional services performed by Contractor beyond scheduled frequencies.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

3. LOCATIONS OF WORK

The Work shall be performed at various City locations ([Exhibit 'B' – City of Santee Parks and Facilities Map](#)) including but not limited to the following:

- Site #1:** BIG ROCK PARK – 8125 Arlette Street
- Site #2:** WEST HILLS PARK (Snack Bar not included) – 8750 Mast Boulevard
- Site #3:** MAST PARK – 9125 Carlton Hills Boulevard
- Site #4:** TOWN CENTER COMMUNITY PARK WEST – 9409 Cuyamaca Street

Site #5: TOWN CENTER COMMUNITY PARK EAST – 550 Park Center Drive

Site #6: WOODGLEN VISTA PARK – 10250 Woodglen Vista Drive

Site #7: SHADOW HILL PARK – 9161 Shadow Hill Road

Contractor's use of premises will be limited to those areas necessary for the Work. All other areas shall remain undisturbed.

4. DESCRIPTION OF WORK

4.1. SCOPE OF WORK

This Contract establishes the standard for custodial services at various City locations. Contract oversight is by the Director of Community Services, Public Services Manager and/or other designated City representative. As such, the use of the titles, "Director of Community Services," "Director", "Public Services Manager" and/or "designated City representative" shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

4.2. QUALITY OF WORK

All work shall be performed in accordance with the best practices of the profession and shall be in keeping with the high aesthetic level and importance to the public of the facilities being maintained. Contractor shall conduct all work at all times in a manner that will not unreasonably interfere with pedestrian or vehicular traffic. If Work requires interference with pedestrians or vehicular traffic, City approval must be obtained 24-hours in advance, excepting emergency situations.

Upon completion of work, Contractor must leave the worksite in a neat, clean, safe and orderly condition.

4.3. CONTRACTOR'S PERSONNEL

Contractor shall furnish sufficient supervisory and working personnel who are properly licensed, if applicable, and capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all Work required under this Contract. Such supervisory personnel, who may be working supervisors, must on the job at all times Work is being performed. Such supervisors must be able to communicate in the English language, have a minimum of three (3) years actual field experience and must possess an adequate technical background to supervise the Work and assure compliance with the Contract. A non-working supervisor shall inspect all sites on a regular basis to assure Work is being performed in compliance with the Contract. The quality of custodial services will continue to be evaluated for satisfactory progress.

Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire that bears the Contractor's name or identifying mark. The Director may require the Contractor to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Contractor shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Contract and to notify the Contractor in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Contractor shall notify City of such incident and take appropriate action within thirty (30) days. Contractor is responsible to see that this requirement is included in all Subcontractor contracts.

4.3.1 Contractor Employee Conduct. Contractor's employees shall be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. Contractor's employees shall be able to follow directions and shall be physically capable of performing the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc. During the performance of Work under this Contract, employees of the Contractor SHALL NOT:

- a) Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
- b) Remove any City property from City facilities.
- c) Use any City telephone except those designated by City for the performance of services under this Contract.
- d) Engage in horseplay or loud boisterous behavior.
- e) Be under the influence of alcohol or drugs.
- f) Gamble.
- g) Smoke in any building or within 20 feet of main entrances, exits or operable windows.

Contractor shall remove from service on City premises any employee of Contractor who, in the opinion of the Public Services Manager, or his designee, is not performing the services in a proper manner or who is deemed careless, incompetent, disorderly, abusive, dangerous, insubordinate, disruptive, does not comply with rules and regulations of the City, or is otherwise objectionable. Contractor shall in no way interpret such removal to require dismissal of or other disciplinary action against the employee; and such removal shall not be the basis of any claim for compensation or damages against the City or any of its officers, employees or agents as to the performance of the work.

4.3.2 Contractor Employee Appearance and Identification. Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire, present a neat appearance and be easily recognized as Contractor employees.

Contractor shall provide each employee with an identification badge that includes Contractor's name, employee's name and employee's photograph. Said identification badge shall be displayed on the front of the employee's attire at all times during the performance of Work. Contractor's work vehicle shall be clearly marked with the name of the Business. Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave City property. Should this occur, the City will not compensate the Contractor or Contractor's employees for lost time. It is expressly understood that Contractor is responsible for ensuring that all of its employees possess and carry valid photo-identification at all times on City property.

4.3.3 Contractor Employee Background Investigation. Contractor will obtain a background check for each current and/or new employee or agent who will be assigned to work under the Agreement. The background check must be performed by a qualified firm who is duly licensed to conduct criminal background checks. The background check will include all of the following:

- a) An address history search for each employee for the last ten years;
- b) County Criminal Court records search for each employee who will be assigned to work under the Agreement and for each address in (1), above; and
- c) US District Criminal Court records search for each employee who will be assigned to work under the Agreement and for each address listed in (1), above.

Contractor will comply with all notice and disclosure requirements required by the Fair Credit Reporting Act and applicable state laws, including obtaining consent for all records to be reviewed by Contractor.

Contractor will assign only those employees who have successfully completed and passed a criminal background check to work under the Agreement. "Passing" shall be defined as employees or agents of Contractor who have not had convictions for any of the following:

- a) A serious felony as defined in Section 1192.7(c) of the Penal Code.
- b) A violent felony as defined in Section 667.5(c) of the Penal Code.
- c) A hate crime as defined in Section 628.1(b)(2) of the Penal Code and including offenses set forth in Section 422.6 et seq. of the Penal Code.
- d) Any crime substantially similar to those described in 1-3 that occurred in another state or jurisdiction.

Prior to starting any work, Contractor shall certify that is has completed the required background checks by providing the City a new or updated list of all authorized employees who have successfully completed and passed their criminal background checks per the terms of this Contract. Only persons whose names appear on said certified authorization list will be allowed to perform any work or services on or about any City property or facilities.

4.4. SECURITY

All persons performing duties under this contract shall be acceptable, in accordance with the terms and provisions of this Contract, including but not limited to all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to City facilities without the supervision of a City employee.

Failure to fully comply with the security requirements of this Contract may result in the termination of this Contract for default and possible legal action. Any one instance of a Contractor employee violating City security requirements will result in the employee being barred from City sites. Should Contractor receive two (2) written notices of security breaches in any one fiscal year the Contract shall be terminated, at the option of the City, pursuant to the Provisions contained herein.

4.5. COMMERCIAL MOTOR VEHICLE SAFETY ACT OF 1986, AS AMENDED

Contractor shall comply with the Commercial Motor Vehicle Safety Act of 1986, as amended, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances. (49 U.S.C. § 2701 et seq.)

4.6. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Contractor shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance with Section 22 of this Agreement for any and all claims of any type in any way relating to or arising from Contractor's performance of the Work under this Agreement. Contractor shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§

6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; and, San Diego Regional Water Quality Control Board Order#R9-2013-0001. (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

The Contractor, all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to comply and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the Work or any portion thereof.

4.7. CONFIDENTIALITY

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

4.8. AVAILABILITY / RESPONSIVENESS OF CONTRACTOR

At all times during the term of this Contract, the Contractor shall provide the City with the name(s) and phone number(s) of the person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change.

4.8.1. Normal Response. Contractor shall be on site to perform non-emergency services, as requested by the Public Services Manager and/or his designee within forty-eight (48) hours after the request is made by the City. Should a request for non-emergency work fall on a Friday, work shall be performed on the next non-holiday workday.

4.8.2. Emergency Response. An emergency can be defined per City's request for public health and safety matters, 24 hours per day, 365 days per year. In the event that emergency response is required, the Contractor's representative shall be present on-site to meet at any location within the City within one (1) hour from notification. Upon meeting with City staff, the Contractor's representative shall be able to mobilize a crew on-site within two (2) hours from meeting with City staff, hereinafter referred to as Emergency Response Time.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within two (2) hours after meeting with City staff, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response Time. Maximum "Late Fee" for each occurrence: \$500.00.

4.9. SCHEDULING

4.9.1. General. Services are to be provided seven (7) days per week including weekends and holidays.

Work schedule will be determined by the City and Contractor together and shall be scheduled in a manner that minimizes inconvenience to City staff, the public and recreational uses of the facilities and designed to maintain the sites in safe condition and in accordance with highest industry standards. Precautions shall be taken so that nuisance noise, dust and waste are not created during the Work.

Work Orders for additional work will be issued by the Public Services Manager and/or his designee in verbal, written or web-based form on an as-needed basis. The amount of time needed to complete each Work Order will be determined by order of priority and urgency.

4.9.2. Hours of Work. Regular work shall be performed before 8:00 AM every day, including City of Santee holidays. Note: Sheriff's personnel will lock all park facilities on a daily basis at sunset. Contractor shall unlock all park gates and restroom doors by 7:00 A.M. every day at all locations, including weekends and holidays. Contractor will be given a set of keys.

The following instances are exceptions:

- a) Emergency repairs requested by the City.
- b) Any and all steps necessary to protect City employees and/or the public from a dangerous condition.

4.9.3. Compliance with Schedule. The Director or Contractor may request a change in the schedule whenever it is necessary to maintain the standards set forth in the Contract Documents or to accommodate the public.

Contractor shall comply with the schedule approved by the Director. When necessary for proper cleaning, Contractor shall make more than one attempt to provide cleaning without extra charge. Deviations shall only be permitted when there is inclement weather, unusual local conditions or emergency. The City will utilize said work schedule as one of the methods to monitor the Contractor's performance of the Contract.

In the event the Contractor is prevented from completing the cleaning, as provided in the schedule, because of reasons other than emergency circumstances, he/she shall be required to complete the custodial services so deferred prior to the next regular scheduled date, or give the City credit for work not performed.

4.9.4. Enforcement, Deductions and Liquidated Damages. The Public Services Manager, or his designee, shall be responsible for enforcement of this Contract on behalf of the City and shall prepare and implement an inspection rating report to be used to verify monthly payments and deductions from payments. This form may be modified at the discretion of the Public Services Manager. Contractor agrees to be so evaluated by said report and bound by the ratings and/or deductions from payment indicated in the Monthly Inspection Rating Report, attached hereto as **Exhibit 'C'**. If, in the judgement of the Public Services Manager, Contractor is deemed to be non-compliant with the terms and provisions of the Contract, the Public Services Manager may, in addition to other remedies provided herein, withhold the entire monthly payment, deduct pro-rata from Contractor's invoice for work not performed and/or deduct liquidated damages. Notification of the amount to be withheld or deducted from payment to Contractor will be forwarded to the Contractor by the Public Services Manager in a written notice describing the reasons for said action. The Monthly Inspection Rating Report shall constitute reason for any deductions so imposed.

Should services not be provided as specified on or before a scheduled performance date, or within the period of any authorized extension, it is agreed that City will sustain damage and that it will be impracticable and extremely difficult to ascertain the actual damage; therefore, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$100.00 per facility for each calendar day that completion of the Work is delayed. Said amount shall be deducted from City's payment to Contractor; and/or having given five (5) calendar days' notice to the Contractor to correct the deficiencies, if after said five (5) days the Contractor fails to complete the required corrections, City may correct any and all deficiencies using alternate forces. The total costs incurred by completion of the work by alternate forces will be deducted and forfeited from the payment to the Contractor.

The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover cost or loss due to the failure of the Contractor to complete or comply with the provisions of this Contract.

4.9.5. Excusable Delays. Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

When an excusable delay prevents adherence to the regular cleaning schedule for two (2) days or less in a given week, the cleaning areas so affected by the delay shall be cleaned, without additional charge, within the following twenty-four (24) hour period from the date of the scheduled cleaning. Even under these circumstances, the regular cleaning schedule shall not be interrupted.

Repeated unexcused tardiness will not be tolerated and may be cause for termination of the Contract.

4.9.6. Holidays. Contractor shall work seven (7) days per week, 365 days per year, regardless of holidays.

4.9.7. Inclement Weather. Should inclement weather or other acts of God prohibit Contractor from working, Contractor's work schedule will be adjusted to correspond with the same amount of time that Contractor was unable to work.

4.10. CHANGES IN WORK

The Public Services Manager and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character of the Work to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with these Contract Specifications impractical, Contractor shall submit to the Public Services Manager and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Contractor's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Public Services Manager and/or his designee shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Contract quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Contract documents, whether it be character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Contractor and implemented with a Change Order and/or Contract Amendment. Change Orders and/or Contract Amendments shall include a brief description of the change, dollar value of the change, and any adjustments in Contract time, if applicable. If no prices are named in the Contract to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Contractor. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Contractor.

4.11. EXTRA WORK

Any additional work performed shall be subject to all of the provisions of the Contract and Contractor's sureties shall be bound with reference thereto as under the original Contract. If during the performance of the Contract it shall, in the opinion of the Director, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Director, are not

susceptible of classification under the tasks named in the Bid Proposal, Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, machinery, equipment, tools, or supplies will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing by the Director or his designee.

Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Director and Contractor before the extra work shall be ordered. If any work or materials are ordered under this section on a "cost-plus basis," Contractor shall provide the Public Services Manager written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Public Services Manager in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, the Contractor is paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

Whenever any parts or equipment must be replaced because of Contractor's actions or failure to act, Contractor shall perform such replacement at no additional cost to the City.

4.12. TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work or otherwise. The Contractor shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Contractor of its responsibility to complete the Work within the time limits set forth in the Contract Documents, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the Contractor to any additional compensation.

4.13. INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Contractor to the satisfaction of, and at no cost to, the City.

Contractor will have twenty-four (24) hours from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Contractor's invoice.

4.13.1 Quality Control. It is the intent of the City to maintain all City park facilities at the highest level of cleanliness. In case of default by the Contractor, City may procure the service(s) from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

4.14. MATERIALS

4.14.1. Quality of Materials and Source of Supply. Articles, materials, and equipment to be incorporated into the Work under the Contract shall be new or unused unless otherwise specified and shall conform to the requirements of the Contract Documents and be approved by the City before incorporation into the Work.

4.14.2. Preference for Materials. Whenever in the Contract Specifications any material, process, or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Contractor is not, in the opinion of the Public Services Manager substantially equal or better in every respect to that specified, then Contractor shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) business days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

4.14.3. Defective Materials. All materials not conforming to the requirements of the Contract Documents, or to any provision of the Contract Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the City. Upon failure on the part of the Contractor to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

4.15. NOTICE OF OBSTRUCTIONS.

Any obstruction noted by the Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

4.16. SAFETY REQUIREMENTS

All work performed under this Contract shall be performed by qualified Contractor personnel who, through related training or on the job experience, or both, are familiar with the practices and hazards of the Work and the equipment used in such operations. Work shall be done in such manner as to ensure maximum safety to City personnel, the public and employees of the Contractor and includes placing appropriate signage indicating "OUT OF SERVICE" for each area, which is inoperable, being serviced, and/or waiting to be serviced. Where applicable, Contractor shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL-OSHA). Contractor shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such action cease.

It is part of the service required of Contractor to make whatever provisions are necessary to protect City personnel and the public. Contractor shall use foresight and take such steps and precautions necessary to protect the City personnel and the public from danger, loss of life or property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require the immediate and unusual provisions be made to protect City personnel and/or the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the Director or his designee, an emergency exists because Contractor has not taken sufficient precaution for public safety, or protection of utilities or adjacent structures or property, the Director or his designee will order Contractor to provide a remedy for the unsafe condition. If Contractor fails to

remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

4.16.1. Accident Reporting. Contractor shall immediately notify the Public Services Manager and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Contractor's staff, vehicles, and/or equipment. Contractor shall, if needed, assist the public by summoning emergency assistance while at the site. Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

4.17. PROJECT SITE MAINTENANCE

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Any damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

4.17.1 Water. Sources for hot water are very limited and not available at some locations. No large sinks. Hose bibs are outside. City shall, at no expense to the Contractor, pay for all water necessary for or properly used in the performance of this Contract. Contractor shall take all steps necessary to prevent water waste or excessive run-off.

4.17.2 Use of Chemicals. All cleaning supplies used within these facilities shall be represented by Manufacturers Material Safety Data Sheets (MSDS.) and must be approved in writing by the Director prior to on-site usage. Materials included on this list shall be limited to chemicals approved by the Department of Agriculture of the State of California. Brand names and generic descriptions included. In addition, Contractor must provide and maintain a complete set of Material Safety Data Sheets in each supplies storage cabinet/location.

No chemical shall be applied until approved, in writing, by the Director.

4.18. HAZARDOUS CONDITIONS

Any hazardous conditions noted by Contractor and not corrected by Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

5. PAYMENTS / DEDUCTIONS FROM PAYMENTS

5.1. PAYMENTS

On or before the first day of each calendar month, Contractor shall submit a detailed invoice to the Public Services Manager requesting payment for services rendered in the preceding month. Upon receipt of the invoice, it shall be reviewed by the Public Services Manager for the purpose of determining whether the payment request is undisputed and proper for payment. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the City. If it is determined not to be a request suitable for payment, it shall be returned to Contractor as soon as practicable, but not later than seven (7) working days after receipt, accompanied by a document setting forth in writing the reasons why the invoice is not proper. Contractor's failure to submit invoices on a timely basis may be grounds for termination of this Contract in accordance with Section 16.

City shall make the payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. The number of days available to City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Public Services

Manager exceeds the seven (7) day requirement. The City may deduct from any payment all amounts necessary to protect City to the extent authorized by California law. The failure by the City to deduct any of these sums from a payment shall not constitute a waiver of the City's right to such sums. Contractor must execute a conditional waiver and release for payment pursuant to Civil Code Section 3262.

5.1.1. Hourly Rates. Hourly rates for Normal Response shall be for work performed within 48 hours of being requested to do so. Minimum Billing Allowed for Normal Response is one (1) hour for all services. Partial hours worked after the first hour (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

Hourly rates for Emergency Response shall be for work performed within two (2) hours of being requested to do so. Minimum Billing Allowed for Emergency Response is two (2) hours per incident for all services. Partial hours worked after the first two hours (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

All services/responses shall include trip charges, truck charges, fuel charges, tool charges, and any other charges not stated herein.

5.1.2. Payment for Materials and/or Rental Equipment. Whenever materials and/or rental of equipment are billed on Contractor's request for payment/invoice, a copy of detailed vendor invoices must be attached for verification. Such invoices and/or receipts must document total costs to the Contractor, including discounts, and may then have a not to exceed fifteen percent (15%) mark-up added. Note: Prior City approval is required for all rented equipment.

5.2. DEDUCTIONS FROM PAYMENTS

The Director may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided, however, that Stop Notices of said claims shall have been filed with the City. The City shall deduct from billings and shall not pay the following:

- a) Any charges attributable to work that, in the opinion of the Public Services Manager, have not been performed, have been improperly performed, or have caused damage by the Contractor as specified in Section 4.9.4 – Enforcement, Deductions and Liquidated Damages.
- b) Any claims for extra work that did not have prior written approval from the Public Services Manager.
- c) "Late Fee" defined as: If and when Contractor is not on site with all necessary equipment within two (2) hours after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00.
- d) When negligence on the part of the Contractor results in excessive use or waste of water, the estimated cost of this water shall be deducted from the Contract.

6. RECORDS RETENTION

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future payments due the Contractor.

7. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or Contractor's right, title of interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of contractor, without previous consent in writing from the City. If the Contractor shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Contract, to any other person, company, or other corporation, including any franchisee of the contractor, the Contract may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Contract to the Contractor, and to its assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

8. ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Contractor.

9. WAIVER OF DEFAULT

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) business days, give notice hereof including all relevant information with respect thereto, to the other party.

10. CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT

The Contract Documents represent the entire understanding of the City and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

11. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision(s) of this Contract shall not render the other provision(s) unenforceable, invalid or illegal.

12. PROCEDURE FOR RESOLVING DISPUTES

The parties to this Contract are subject to the provisions of Article 1.5 (commencing with Section The parties to this Contract are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1991, Chapter 1029, effective January 1, 1992),

which provisions are incorporated herein by reference, which requires compliance with the following procedures to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra work or any other disputed amount. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

13. ASSIGNMENT OF ANTI-TRUST CLAIMS

Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

14. THIRD-PARTY CLAIMS

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

15. NOTICES

Any notices under the Contract Documents shall be in writing and shall be effective upon personal delivery, or upon three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid, and addressed to the respective parties: City of Santee Director of Community and Contractor.

16. TERMINATION

16.1. TERMINATION OF CONTRACT BY CITY

This Contract, or any portion thereof, may be terminated by City at any time and for any reason or no reason by giving Contractor ten (10) calendar days advance written notice. In the event of termination, City shall pay Contractor for all Work adequately performed up to that time as provided herein. In the event of termination, City may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse or remedies against Contractor. In the event this Contract is terminated in whole or in part as provided, City: (a) shall take possession of the affected portion(s) of the Project and the Project site; (b) shall take possession of all affected materials, tools and appliances located on the Project site; (c) may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated; (d) may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract; and (e) may complete the affected portion(s) of the Project by whatever method the City may deem to be in its best interests.

16.2. TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the Contract upon ten (10) days written notice to the City, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for Work performed as of the date of termination.

17. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of

the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

18. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Contractor fails to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Contractor shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

19. ATTORNEY'S FEES AND COSTS / VENUE

In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court. Any lawsuit pertaining to any matter arising under, or growing out of, this contract shall be instituted in a state or federal court located in San Diego County, California.

20. LABOR CODE REQUIREMENTS

Contractor shall fully comply with applicable Labor Code provisions and shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the such laws. Attention is directed to the following requirements of the Labor Code. It shall be the responsibility of the Contractor to see to it that all subcontractors comply with the Labor Code.

Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25 for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all excess hours worked at not less than one (1) and one-half (1/2) times the basic rate of pay, as provided in said section 1815.

21. DISPLACED JANITOR OPPORTUNITY ACT

If applicable, Contractor, as the Successor Service Contractor, shall comply with California Labor Code Sections 1060 and 1061 (**Exhibit 'A'**) pertaining to the retention of employees who have been employed by the terminated Contractor or any subcontractors.

22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, with counsel of City's choosing, indemnify and hold the City, the City Council, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, the City Council, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the

City Council, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Contractor shall also indemnify, defend and hold harmless the City, the City Council, its officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of the Contractor to faithfully perform the Work and all the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party and/or defending any claims or stop notices.

23. INSURANCE

23.1. COMMERCIAL GENERAL LIABILITY

Contractor shall take out and maintain, during the performance of all Work under this Contract and for twelve (12) months following the completion of all Work, in amounts not less than specified in the Contract Documents, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- a) **Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)**
- b) **Commercial General Liability Insurance must include coverage for the following:**
 - 1) Bodily Injury (including death) and Property Damage
 - 2) Personal Injury/Advertising Injury
 - 3) Premises/Operations Liability
 - 4) Products/Completed Operations Liability
 - 5) Aggregate Limits that Apply per Project
 - 6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - 7) Contractual Liability with respect to this Contract
 - 8) Broad Form Property Damage
 - 9) Independent Contractors Coverage

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under the policy. The general liability policy may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

23.2. AUTOMOBILE LIABILITY

At all times during the performance of the Work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

23.3. WORKERS' COMPENSATION / EMPLOYER'S LIABILITY

At all times during the performance of the work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Contract Documents.

Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Before beginning work, the Contractor shall furnish to the City satisfactory proof that he or she has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the Work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

23.4. MINIMUM POLICY LIMITS REQUIRED

The following insurance limits are required for the Contract:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence / \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Workers' Compensation / Employer's Liability	Statutory / \$1,000,000 per occurrence

If Contractor maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

23.5. EVIDENCE REQUIRED

Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2011 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (most recent version of Accord 25 Form or equivalent) and Additional Insured Endorsement verifying compliance as required herein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

23.6. POLICY PROVISIONS REQUIRED

The City shall be named as an additional insured on the Commercial General Liability policies using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work must add the City as an additional insured using CG form 20 38 or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

General Liability and Automobile Liability insurance policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the City, or any named additional

insurers, shall not be called upon to contribute to any loss. If the Contractor maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Contractor.

23.7. QUALIFYING INSURERS

All policies required must be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Contractor's proposed Workers compensation insurance.

23.8. ADDITIONAL INSURANCE PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Contract, the Contractor fails to maintain in full force any insurance required by the Contract documents, the City may terminate the Contract or acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate progress payments due the Contractor.

The Contractor shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor indicating that subcontractor maintains the same levels of insurance as are required by the Contractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Work.

Neither the City nor the City Council, nor any member of the City Council, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

CONTRACT SPECIFICATIONS - TECHNICAL PROVISIONS**24. PURPOSE OF WORK**

It is the intent of the City that these premises be maintained at a high standard of cleanliness whereby these are intended to establish an acceptable level of service. During the term of this Contract, Contractor shall clean all designated City park facilities in accordance with the following performance frequencies and duties. If performing these tasks requires extraordinary effort, or if the task must be done multiple times in order to be done properly and satisfactorily, Contractor shall do so without extra charge. All materials, supplies and equipment used by the Contractor shall be suitable for the job and not harmful to the surfaces on which they are used.

25. INITIAL (START OF CONTRACT) CLEANING

Initial (start of contract) cleaning is included in the Contract.

26. PERFORMANCE SCHEDULE – DUTIES

Services are to be provided seven (7) days per week including weekends and holidays. Total weeks per year at 7-days per week service is 52 weeks.

26.1 EACH VISIT – GENERAL CLEANING

The following tasks shall be performed each visit at ALL locations:

1. Unlock all park gates and restroom doors by 7:00 A.M. every day at all locations, including weekends and holidays.
2. Pick up and dispose of all paper on the floor.
3. Clean and disinfect all washbasins, toilets and urinals.
4. Clean and disinfect the floors and walls. Includes sweeping, mopping and squeegeeing floors after mopping is complete.
5. Clean mirrors.
6. Restock paper products.
7. Spot clean walls, ceilings and partitions, removing toilet paper wads, spills and graffiti. **Should any graffiti appear to be gang or territory related, Contractor must notify the Public Services Manager prior to cleaning/ removal so that photographs can be taken and documentation can be filed.** Should paint be damaged as a result of the cleaning / removal, contractor must notify the Public Services Manager or his designee immediately. Contractor will not be required to re-paint surfaces.
8. Clean all drinking fountains that are attached to building(s). Note: Free-standing drinking fountains are not included in this contract.
9. Clean (wipe down) vending machines exterior cages. Note: City does not have a key to gain access to the interior.
10. Remove trash from all trash containers inside the restroom building and outside in front of the restroom building and clean and sanitize the trash containers when needed so as not to smell.
11. Remove all non-City posted signage from interior and exterior walls, partitions, poles, posts, etc. Should paint be damaged as a result, Contractor must notify the Public Services Manager or his designee immediately.

26.2 MONTHLY – STORAGE ROOM CLEANING

On the first Monday of each month, Contractor shall perform cleaning of the storage rooms and plumbing chase rooms, including the temporary removal of equipment and supplies if necessary. This service shall include sweeping and wipe down of all surfaces and be reflected in the monthly bid amount.

26.3 EXTRA WORK / ADDITIONAL TASKS

Extra work / additional tasks may include the following:

26.3.1 Additional General Cleaning. There may be times following special events, meetings and/or functions that additional general cleaning services may be required. Payment for such services will be according to the hourly rate currently in effect.

26.3.2 Pavement Cleaning. Upon request, Contractor shall perform high-pressure hot water cleaning of exterior pavement. Payment for such services will be according to the hourly rate currently in effect.

26.3.3 July 4th Event. Contractor will be required to provide the following cleaning services on July 4th each year at the City's Santee Salute's event held at Town Center Community Park East between the hours of 3:00 PM and 11:00 PM, unless released earlier by City staff. Payment for such services will be according to the hourly rate currently in effect.

- ✓ Clean and restock restroom facilities, as needed during the event.
- ✓ **Clean and restock portable toilets as needed during the event.**
- ✓ **Re-fill hand washing stations as needed during the event.**
- ✓ Respond to any emergencies as required including but not limited to toilet overflows and/or other equipment malfunctions during the event.

27. SERVICES TO BE PROVIDED BY OTHER CONTRACTS OR CITY STAFF

Contractor will not be responsible for cleaning the following items/locations which are covered by other City contracts or City staff:

- ✓ Bulletin Boards
- ✓ Trash Receptacle Lids
- ✓ Barbecue Grills and Charcoal Pits
- ✓ Picnic Tables
- ✓ Snack Bars at Town Center Community Parks East and West
- ✓ Snack Bar at West Hills Park

28. SUPPLIES

All equipment and supplies necessary to perform these services will be provided by the Contractor and approved by the City. All cleaning products shall perform as cleaners and disinfectants. In addition, Contractor will supply liquid hand soap, toilet tissue, toilet seat covers, trash receptacle liners, and other items as may be deemed necessary by the City. Bidder shall submit with his proposal a listing of all supplies and cleaning items including the manufacturer and description of the product.

Minimum requirements for non-cleaning supplies and estimated annual use are listed below. Manufacturer names, trade names, brand names, model and/or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item. Determination of acceptability of any alternative product offered shall be the sole discretion of the City of Santee regardless of low bid.

Description	Minimum Requirements	Estimated Annual Use
Hand Soap	Coastwide® Labs Sustainable Earth® #SE74, or equal, Liquid hand cleaner, 4 Gallons/carton	12 cartons
Toilet Tissue	Wausau Paper Dubl-Nature® #59890, or equal, 2-Ply, 4-3/8" x 3-3/4", White, 96 rolls/case	65 cases
Toilet Seat Covers	Wausau Paper EcoSoft™ Green Seal™ #19490, or equal, 14-1/2" x 17", White, 250 sheets/pkg – 20 pkg/case	15 case
Trash Receptacle Liners	40X46 Waste Liners, 1.35M Low Density, Black, 100/case	5 cases

28.1 ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

Contractor is encouraged to provide environmentally preferable products and services whenever possible, including products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials so as to reduce waste, energy usage, water utilization, and toxicity. The City reserves the right to accept or decline environmentally preferable products whichever is in the best interest of the City.

28.2 ON-SITE STORAGE

Site-related cleaning equipment and four (4) months' supplies may be stored in areas designated by the City at Contractor's own risk. Contractor will be responsible for keeping their portion of the storage area clean and tidy. The City assumes no responsibility for these items.

28.3 SAMPLE SUPPLIES

Should a sample of any product be requested, Contractor shall provide an exact duplicate within ten (10) working days of a verbal or written request by the City. Sample products may be retained for up to thirty (30) days for inspection and/or testing and will be returned in the condition it was received. Delivery and pick up of all sample items shall be provided by the Contractor at Contractor's expense.

29. FACILITY KEYS

City will provide keys to all applicable entry and storage doors. Only those individuals, who have been determined acceptable and who have been designated on the Contractor's certified authorization list shall have access to City facilities. In the event such keys entrusted to the Contractor should become lost, Contractor shall notify the Public Services Manager, or his designee, immediately and will be financially responsible for any and all costs resulting from the need to re-key any facility.

Contractor is responsible for ensuring that all doors are closed and locked and that lights are turned off upon completion of all duties. Failure to secure a facility correctly may result in liquidated damages for any call outs by City personnel due to doors left open after hours. Failure to properly secure City facilities may be cause to terminate the Contract. Note: Sheriff's personnel will lock all park facilities on a daily basis at sunset and reopen them again at dawn. Contractor will be given a set of gate keys.

30. CONTRACTOR'S MACHINERY, EQUIPMENT, TOOLS AND SUPPLIES

Contractor shall be properly equipped with all materials, machinery, equipment, tools and supplies necessary to complete the Work. Equipment shall be mobile and consistent with the current standards in the industry, clean, modern, and maintained in good mechanical, proper working, condition at all times; subject to the approval of the Public Services Manager and/or his designee. Any piece of equipment deemed unsatisfactory by the Public Services Manager and/or his designee shall be repaired or replaced immediately.

Contractor shall, at all times, arrive on the job site fully equipped to perform the Work unless there are extenuating circumstances and there is need for specialized machinery, equipment, tools and/or supplies as determined by the City. Failure for not being properly equipped may be grounds for terminating the Contract.

31. USE OF CONTRACTOR'S VEHICLES

Vehicles used by the Contractor shall be in good mechanical condition and are subject to inspection and approval by the Director prior to acceptance.

Contractor's vehicles will be allowed to enter the parks only as necessary. At no time will vehicles be driven on any turf or in any planter area. Vehicles are to be clearly identified with Contractor's name and/or logo. Contractor shall assume full responsibility for any damage caused by Contractor, his employees and/or the use of Contractor's vehicles, including but not limited to landscape, irrigation or sprinklers, and must be immediately reported to City.

Note: Vehicle access at Mast Park shall be limited to the lower utility entrance adjacent to rocked road. Only if it's raining will Contractor be allowed to drive across the wooden pedestrian bridge (main park entrance).

32. WARRANTY

Contractor shall warrant that materials and work shall be completed in conformance with the Contract Documents and that the materials and work provided will fulfill the requirements of this warranty. Contractor agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other work which may be damaged or displaced by so doing within a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to repair promptly or replace defective equipment or materials, at Contractor's option and at Contractor's expense. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

In addition to the warranty set forth in this section, Contractor shall assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this section.

Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

33. CLEANLINESS AND DISPOSAL

Contractor shall, at all times while performing the Work, keep the immediate and surrounding service area clean and free of debris. Contractor shall ensure that all tools and equipment will be removed from the service area when work is complete and/or when work will cease for a time period exceeding one hour. Contractor's equipment, including vehicles, shall be kept clean and free of debris, which includes, but not limited to, dirt, mud, and loose gravel. In the event debris falls from Contractor's vehicles; Contractor shall remove said debris immediately. If, however, the City is required to provide labor or equipment to remove said debris, the cost of City-provided labor and equipment will be deducted from Contractor's invoice.

All materials removed shall become the property of the Contractor. Contractor shall not use City's refuse containers to dispose of materials considered to be waste. Removal and proper disposal of all chemicals and

debris shall comply with all local, state and federal laws concerning toxic waste use and disposal and be done at Contractor's expense.

Contractor shall not discharge any pollutants or hazardous materials to the curbs, gutters, inlets or any part of the storm drain system under any circumstances and as stipulated herein.

33.1 TRASH DISPOSAL

Unless otherwise specified herein, Contractor will promptly and no later than the end of the working day, remove trash from all sites and take trash to the Operations Center at 9534 Via Zapador, Santee, or other facility approved by the City, for disposal.

EXHIBIT 'A'
CALIFORNIA LABOR CODE SECTION 1060 AND 1061

LABOR CODE
SECTION 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after

EXHIBIT 'A' Cont.
CALIFORNIA LABOR CODE SECTION 1060 AND 1061

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receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor

**EXHIBIT 'A' Cont.
CALIFORNIA LABOR CODE SECTION 1060 AND 1061**

CA Codes (lab:1060-1065)

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contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has

EXHIBIT 'B'

City of Santee Parks and Facilities Map



Key	Map	Park or Facility	Location
BR	1	Big Rock Park	8125 Arlette Street
CH	3	Santee City Hall - Bldg. 6,7,8	10601 Magnolia Avenue
CSD-1	7	CS Dept. Activity Bldg. 1	8115 Arlette Street
CSD-2	8	CS Dept. Activity Bldg. 2	10335 Mission Gorge Road
MP	15	Mast Park	9125 Carlton Hills Blvd.
PSPC	16	Public Services Operations Center	9534 Via Zapador
SHP	19	Shadow Hill Park	9161 Shadow Hill Road
SRP	22	Sky Ranch Park	5850 Cala Lily Street
TC	23	Teen Center	9310 Fanita Parkway
TCCPE	24	Town Center Community Park East	550 Park Center Drive
TCCPW	25	Town Center Community Park West	9409 Cuyamaca Street
WGV	26	Woodglen Vista Park	10250 Woodglen Vista Drive
WHP	27	West Hills Park	8750 Mast Blvd.
YMCA	28	YMCA/Aquatics Center	10123 Riverwalk Drive
FS4	31	Fire Station 4	8950 Cottonwood Avenue
FS5	32	Fire Station 5	9130 Carlton Oaks Drive
CSC	33	Community Safety Center	9888-B Mission Gorge Road

EXHIBIT 'C' **MONTHLY INSPECTION RATING REPORT (EXAMPLE)**

CITY OF SANTEE MONTHLY INSPECTION RATING REPORT				
	for PERIOD (Month):			
SITE #:	INSPECTOR:	Date:		

Category Description	Items	Possible Points	Previous Period	Rating This period
1 Interior Maintenance		25		19
2 Exterior Maintenance		25		24
3 Litter Control/Trash Management		10		9
4 Graffiti Control		5		4
5 Facility & Equipment Maintenance		15		14
6 Contractor Responsiveness		20		17
Rating Totals		100	0	87
Deduction percent			100%	13%

Deduction Percent		13%
Monthly payment		\$ 2,000.00
Deduction Amount		\$ 260.00
Adjusted Monthly Payment		\$ 1,740.00